

1 person that she was involved with and she said you might give
2 him a call and ask him. So I called Mr. Beauvais and told him
3 about --

4 JUDGE MILLER: Hold it just a second. There's
5 something I'm missing here. You're business manager, she's an
6 account executive. You're talking about your interest in, in,
7 in eventually putting this station back on the air and you
8 indicated to her that you needed -- you were going to need
9 some help with financing or, or --

10 WITNESS: Yes.

11 JUDGE MILLER: Huh?

12 WITNESS: Yes, sir, but could --

13 JUDGE MILLER: How did she come -- Now, what was her
14 connection? She was -- At that time, she wasn't connected
15 with Beauvais, was she?

16 WITNESS: No, and she wasn't working at BBY at that
17 time.

18 JUDGE MILLER: Oh, she wasn't?

19 WITNESS: No. She had to retire because of health
20 reasons.

21 JUDGE MILLER: I see. How did -- So what made you
22 get in touch with her as opposed to some other employee there?

23 WITNESS: We remained friends. We were close, very
24 close, friends.

25 JUDGE MILLER: Okay. And at the time -- Was she

1 involved with Beauvais at the time you talked to her?

2 WITNESS: No. It was prior to that. They had an
3 arrangement to try -- an application to try to get a radio
4 station, and I believe that was --

5 JUDGE MILLER: Where was that?

6 WITNESS: It was in Delaware, Ohio.

7 JUDGE MILLER: Okay. And had -- did you know
8 whether -- did they, did they have a station in Delaware?

9 WITNESS: She was awarded the license, but in
10 appeals she sold out because of health reasons. The doctor
11 ordered her not to work because --

12 JUDGE MILLER: She entered into a settlement
13 agreement, I guess --

14 WITNESS: Yes, sir.

15 JUDGE MILLER: -- is the more technical way to --

16 WITNESS: Yes, sir.

17 JUDGE MILLER: -- put it. And she -- Even though
18 she had won before, before an administrative law judge?

19 WITNESS: Yes.

20 JUDGE MILLER: Is that how she -- as far as she got?

21 WITNESS: Yes, sir. It was in appeals.

22 JUDGE MILLER: All right, it was on appeal and she
23 decided that she didn't want to run a station after all?

24 WITNESS: It wasn't her decision. She got -- was
25 ill and had a heart condition and the doctor told her she

1 | couldn't work anymore. And so she had to -- she was bought
2 | out.

3 | JUDGE MILLER: I see.

4 | WITNESS: And she then had a heart transplant, so
5 | she is unable to work.

6 | JUDGE MILLER: I see. All right.

7 | WITNESS: And, but we have remained friends and
8 | still are friendly today.

9 | JUDGE MILLER: So she suggested that you contact
10 | Mr. Beauvais?

11 | WITNESS: Yes, sir.

12 | JUDGE MILLER: And is that what, is that -- What
13 | happened next?

14 | WITNESS: I called Tom and explained to him the fact
15 | that WBBY was going off the air and I would like to apply for
16 | the license and essentially I needed a financial partner. And
17 | that's when we agreed to meet.

18 | JUDGE MILLER: All right. Now, to date, have you
19 | contributed 25 percent of the expenses that have been accrued
20 | and Mr. Beauvais paid 75 percent of the expenses that have
21 | been accrued so far?

22 | WITNESS: Yes, sir.

23 | JUDGE MILLER: All right. All right, proceed,
24 | Mr. Kravetz.

25 | BY MR. KRAVETZ:

1 Q Okay, I'll be getting back to some of these points.
2 You paid your 25 percent, correct?
3 A Yes, sir.
4 Q Which is about 9 or \$10,000?
5 A 12,000, sir.
6 Q I'm sorry.
7 A Twelve.
8 Q Your -- 12,000 is how much you've already paid?
9 A I've paid my 25 percent. Yes, sir.
10 Q Have you paid \$12,000 already?
11 A Yes, sir.
12 Q Well, isn't it a fact that you're obligated to pay
13 no more than \$12,000?
14 A Correct.
15 Q So, in fact, you've put in your \$12,000, which is 25
16 percent of 40,000? This is part of your -- We're going over
17 the terms of your agreement with him?
18 A Yes.
19 Q He will put in 75 percent of the first \$40,000 to
20 prosecute the application?
21 A Yes.
22 Q He's put in his share?
23 A Yes.
24 Q Now, after you've put in your 12 and he's put in his
25 30 odd to make it a total of 40, at that point you don't put

1 in anything else, right?

2 A You said I didn't --

3 Q You personally don't put anything else in?

4 A No, sir. No, sir.

5 Q And he will put in, in addition to what he's already
6 put in, an additional 60,000?

7 A Yes, sir.

8 Q Prior to grant?

9 A Yes, sir.

10 Q And you don't put in anything else?

11 A No, sir.

12 Q Now, after grant, how much are you going to put into
13 the station?

14 A Did you say me or --

15 Q You personally.

16 A None, sir.

17 Q How much is he committed to put in?

18 A After the grant, 100,000.

19 Q Now, this 100,000 --

20 JUDGE MILLER: Mr. Kravetz, let me get, probably
21 just as much for the Review Board's sake as for mine -- 12,000
22 is 30 percent of 40,000.

23 MR. KRAVETZ: Your Honor, may I, may I go through
24 the figures in more detail with her then?

25 JUDGE MILLER: Well, because --

1 MR. KRAVETZ: Very well. Let me -- If I may, let me
2 -- Here, just as a point, just to show Your Honor and the
3 other counsel what I would like to have identified as Wilburn
4 Exhibit 3, which is a shareholders agreement consisting of
5 seven pages.

6 JUDGE MILLER: Hold just a second. Wilburn Exhibit
7 3?

8 MR. KRAVETZ: Is a seven-page document.

9 JUDGE MILLER: Okay.

10 MR. KRAVETZ: Entitled "Shareholders Agreement," the
11 first page indicating that it's between Ardeth Frizzell and
12 Thomas Beauvais and the seventh page bearing the signatures of
13 the, of the, of the participants of the agreement.

14 JUDGE MILLER: The document you just described --
15 Well, give us, give us a date.

16 MR. KRAVETZ: I'm sorry. It's dated as being
17 entered into on December 23rd, 1991.

18 JUDGE MILLER: The document you just described will
19 be marked for identification as Wilburn Exhibit 3.

20 MR. KRAVETZ: Let the record reflect I'm providing a
21 copy to each counsel, a copy to Your Honor, a copy to
22 Ms. Frizzell, and two copies to the reporter.

23 (Whereupon, the document referred to
24 as Wilburn Exhibit No. 3 was marked
25 for identification.)

1 WITNESS: Your Honor --

2 JUDGE MILLER: No. You're not, you're not --
3 There's no question pending before you.

4 BY MR. KRAVETZ:

5 Q Ms. Frizzell, do you recognize this agreement?

6 A Yes, sir.

7 Q Have you seen it before?

8 A Yes, sir.

9 Q And on the last page, is that your signature?

10 A Yes, sir.

11 Q And is this in fact a copy of your shareholders
12 agreement with Mr. Beauvais?

13 A Yes, sir.

14 Q Are there any other agreements which define your
15 relationship, your business relationship, with Mr. Beauvais in
16 addition to this shareholders agreement? Let me rephrase
17 that. This shareholders agreement is the only thing written
18 between you and he that defines your business relationship.
19 Is that correct?

20 A Yes.

21 Q And it's never been modified or amended?

22 A No.

23 Q Okay. Well, turning to page 3 of that document --

24 A Yes, sir.

25 Q -- that states that your initial capital that you

1 paid for your 250 shares is \$250 and then an additional
2 \$1,750, correct?

3 A That's correct.

4 Q And the paragraph after that, and take your time to
5 read it if you feel comfortable doing that before answering
6 me, provides that in addition you will put in 25 percent.

7 A Yes, sir.

8 Q Up to a total of \$40,000, including your initial
9 capital paid in.

10 A Correct.

11 MR. KOERNER: Your Honor, I believe the document
12 speaks for itself.

13 WITNESS: That's when the 12 comes in --

14 JUDGE MILLER: As long as it keeps speaking English,
15 I'm interested, Mr. Koerner.

16 BY MR. KRAVETZ:

17 Q And Mr. Beauvais puts in \$750, \$5,250 for capital
18 stock, plus additional paid in capital, correct?

19 A Correct.

20 Q And then he puts in, in addition, whatever
21 additional amount is 75 percent of 40,000?

22 A He puts in 30.

23 Q He puts in 30. So your total contribution,
24 therefore, is \$12,000?

25 A Correct.

- 1 Q And his total contribution is \$36,000?
- 2 A At that time, yes.
- 3 Q And you've already put in your 12?
- 4 A Yes, I have.
- 5 Q And he put in his 36?
- 6 A No, not all of it at this point in time.
- 7 Q But from this time forward, it's all up to him?
- 8 A It's all up to Tom.
- 9 Q And have you asked him to put in additional monies
- 10 to, to bring it up to his 36?
- 11 A Not at this point.
- 12 Q Okay. Now, after grant, you're also going to be
- 13 paying in -- he is also going to be paying \$100,000?
- 14 A Yes, sir.
- 15 Q And you don't put in anything?
- 16 A Correct.
- 17 Q Now, based on your understanding of the agreement,
- 18 and I'm asking for your understanding at this point, when he
- 19 puts in his additional \$100,000, is that paid-in capital or is
- 20 that a loan?
- 21 A That's a loan, sir.
- 22 Q When did you first understand that that was a loan?
- 23 A When we talked, first talked.
- 24 Q Well, did you --
- 25 A And drew up the shareholders agreement.

1 Q Well, did you ever believe that, in fact, this was,
2 this was a capital investment?

3 A No, I knew it was a loan.

4 Q Okay. Well, totally then -- Actually, in your
5 application --

6 MR. KRAVETZ: Excuse me, Your Honor.

7 BY MR. KRAVETZ:

8 Q Isn't it a fact that in your application that you
9 propose that Mr. Beauvais will put in \$196,000?

10 A No, that's a total, the overall total.

11 Q Including your 12,000?

12 A Not my 12, no.

13 Q Okay, you're putting in 12 --

14 A Yes.

15 Q -- and he's put in 196,000?

16 A Ninety-six.

17 Q Now, if I could show you at page 64 of the
18 deposition testimony of Ardeth Frizzell that was taken on
19 Washington, D.C., on Tuesday, July 13th, 1993, at page 64 --

20 JUDGE MILLER: First of all, show them, show them
21 the, show them the front of the -- Is that a copy of the
22 deposition that you and Mr. Kravetz have just referred to?
23 And was your, was your deposition taken on that day?

24 WITNESS: Yes.

25 JUDGE MILLER: And have you had a chance to read it?

1 WITNESS: Yes, I did.

2 JUDGE MILLER: And have you had a chance to sign it?

3 WITNESS: Yes, I did.

4 JUDGE MILLER: And have you -- Therefore, you've had
5 a chance to make any corrections that you felt needed to be
6 made. Is that correct?

7 WITNESS: Yes.

8 JUDGE MILLER: And have you made any corrections?

9 WITNESS: No, I didn't make any corrections.

10 JUDGE MILLER: Proceed, Mr. Kravetz.

11 BY MR. KRAVETZ:

12 Q Okay. Well, on page 63 -- And your counsel has a
13 copy of the deposition. I just want to make sure Mr. Koerner
14 can follow along.

15 MR. KOERNER: Yes, I do, Your Honor.

16 JUDGE MILLER: All right.

17 BY MR. KRAVETZ:

18 Q And on page 64, at line 5, and I'll, I'll skip the
19 preliminary pages introducing it, you answer, "I would believe
20 it would be 196 total." And that is your testimony as to how
21 much Mr. Beauvais is supposed to put in?

22 A Yes.

23 Q And then I have question on line 6 -- Actually, read
24 line 6 through line 12 to yourself. Okay, now, isn't it a
25 fact that you testified in your deposition that you understood

1 that Mr. Beauvais's entire contribution would be an investment
2 of capital? Yes or no?

3 A Yes or no?

4 Q Did you in fact --

5 A Yes, that is what I said.

6 Q So we don't have to read it into the record. That's
7 what you said. And didn't you also say, and review between
8 line -- page 13 to 16 that because it was a capital investment
9 ASF would have no obligation to repay that contribution at any
10 time?

11 A The whole 196, no, I would not have to pay back.
12 The 100 I have to pay back.

13 Q Okay, but that -- but you just testified in your
14 deposition that, that the whole entire --

15 MR. KOERNER: Your Honor --

16 WITNESS: Can, can I say --

17 BY MR. KRAVETZ:

18 Q -- 196 was a capital contribution. And you also
19 testified --

20 MR. KOERNER: Your Honor --

21 JUDGE MILLER: Hold it just a second.

22 MR. KRAVETZ: I'm sorry.

23 MR. KOERNER: Your Honor, I believe that the
24 question and answer as contained in the deposition is
25 sufficiently confusing. I'd like to have it read into the

1 record.

2 JUDGE MILLER: All right, let's, let's have, have it
3 read into the record, the exact words.

4 MR. KRAVETZ: Question -- I'll start at line 2 then
5 on page 64. "Question: What is the [dash] Answer: Total?
6 Question: Yes. Answer: I believe it would be 196 total.
7 Question: And how much of that would be capital contribution?
8 Answer: Would you ask the question again? Question: How
9 much of that would be capital contribution? Answer: All of
10 it is the capital. Question: And no portion of it would
11 constitute a loan? Answer: It is -- No, it's all capital.
12 Question: So once he provides the 196,000, you're saying that
13 you would have no, or ASF would have no obligation to repay
14 that at any time? Yes, I would."

15 JUDGE MILLER: All right. Does that satisfy you,
16 Mr. Koerner?

17 MR. KOERNER: Yes, Your Honor.

18 JUDGE MILLER: As it was read in there?

19 MR. KOERNER: Yes, Your Honor.

20 JUDGE MILLER: The parameters?

21 MR. KOERNER: Yes, Your Honor.

22 JUDGE MILLER: All right.

23 BY MR. KRAVETZ:

24 Q Ms. Frizzell, how many times did you meet or speak
25 with Mr. Beauvais before both of you signed your shareholders

1 agreement?

2 A I met with him one time.

3 Q And where did you meet?

4 A At a restaurant in Columbus.

5 Q And do you know the date of that meeting?

6 A I believe it was December 13th.

7 Q 1991?

8 A '91.

9 Q And looking at the agreement that's before you,
10 that's signed on December 23rd?

11 A Yes.

12 Q And did you ever meet with Mr. Beauvais again
13 between December 13th and December 23rd?

14 A No, I did not.

15 Q In fact, when you met with him, you filed your
16 application -- I'm sorry, strike that. Do you recall when you
17 executed your application for, for a construction permit?

18 A I'm not sure of the exact date, so much was going on
19 at that time. It was --

20 Q Let me show you a copy of your application, just in
21 case it refreshes your recollection.

22 MR. KRAVETZ: And I'm showing the witness a Form 301
23 that was filed with the FCC on December 27th, 1991, or at
24 least that's the date of the cover letter, for ASF
25 Broadcasting Corporation.

1 BY MR. KRAVETZ:

2 Q And is that your signature on the last page --

3 A Yes, it is.

4 Q -- of the Form 301? And could you give me the date
5 of that signature?

6 A December 26th.

7 Q 19 --

8 A 1991.

9 (Off the record.)

10 JUDGE MILLER: Are we okay? All right, proceed.

11 BY MR. KRAVETZ:

12 Q And about how long was your meeting with Mr.
13 Beauvais at the restaurant?

14 A Probably around an hour.

15 Q And this included some social conversation, some
16 general conversation?

17 A Yes, it did, sir.

18 JUDGE MILLER: Let me just ask this question. This
19 shareholders agreement is dated the 23rd. Do you know who
20 drew this up?

21 WITNESS: A local attorney in Columbus.

22 JUDGE MILLER: A local attorney. Was it your
23 attorney or was it Mr. Beauvais's attorney?

24 WITNESS: My attorney.

25 JUDGE MILLER: Your attorney?

1 WITNESS: Yes, sir.

2 JUDGE MILLER: So that you all agreed at some point
3 that it would be your attorney that would draw up the
4 agreement, then he would get a chance to look at it and --

5 WITNESS: Yes.

6 JUDGE MILLER: -- and study it. Is that correct?

7 WITNESS: Yes, sir.

8 JUDGE MILLER: Proceed, Mr. Kravetz.

9 MR. KRAVETZ: Can I follow that up, please?

10 BY MR. KRAVETZ:

11 Q You gave a draft of this to your attorney who
12 essentially copied it. Isn't that correct?

13 A It was essentially --

14 Q You basically had your attorney copy this document,
15 right?

16 A Basically.

17 Q What didn't he copy, other than your name?

18 A It's a copy Joann Adams gave me. I asked her for
19 the forms, what necessary -- what I had to have done so I --

20 Q I didn't ask you that. What was different between
21 the copies?

22 A It's not different, sir.

23 Q It's not different except for your name?

24 A Correct, sir.

25 Q And Joann gave you this?

- 1 A Yes, sir.
- 2 Q Where did she get it from?
- 3 A When she had applied.
- 4 Q She was a partner with Tom Beauvais?
- 5 A Yes, sir.
- 6 Q So this is a document that had previously been
7 drafted by Mr. Beauvais?
- 8 A No, it wasn't draft by Mr. Beauvais.
- 9 Q Who was it drafted by?
- 10 A Joann and her attorney.
- 11 Q And Mr. Beauvais had agreed to it?
- 12 A Yes, he agreed to it with --
- 13 Q This was an agreement, this was an agreement whose
14 terms and conditions were all specifically specified before
15 you ever saw it?
- 16 A I changed one detail on it.
- 17 Q What was that detail?
- 18 A He had 80 percent of the other one.
- 19 Q Okay. And -- But this otherwise was an agreement
20 that Mr. Beauvais had previously entered into and you knew
21 were the terms and conditions acceptable to him?
- 22 A Yes.
- 23 Q And then you took that agreement and had your own
24 attorney copy it?
- 25 A Yes, and changed the one -- the percentage.

1 MR. KRAVETZ: Your Honor, if I could take a brief
2 pause, I think my cross examine would be assisted if I had
3 about a minute to look through the prior testimony.

4 JUDGE MILLER: Be my guest.

5 (Pause)

6 MR. KRAVETZ: Your Honor, I'm ready to proceed.

7 JUDGE MILLER: Are you completed?

8 MR. KRAVETZ: My, my review, yes. I'm ready -- If
9 you were off the record, I'm ready to go back on.

10 JUDGE MILLER: No, we're on -- we stayed on the
11 record.

12 MR. KRAVETZ: Very well.

13 BY MR. KRAVETZ:

14 Q In fact, when you got this draft from Joann, this
15 prior draft of a -- of her agreement with Beauvais, did you
16 ever discuss the specific terms of this agreement with Mr.
17 Beauvais during your meeting with him at the restaurant?

18 A At the restaurant, at that time, no.

19 Q So you didn't discuss with him the percentage of
20 ownership?

21 A We discussed the percent of the ownership, but not
22 the whole draft, no.

23 Q Did you discuss the percentage of ownership?

24 A Yes.

25 JUDGE MILLER: Have you been issued a stock

1 certificate?

2 WITNESS: Yes.

3 BY MR. KRAVETZ:

4 Q Okay, aside from the percentage of -- let me back
5 up. Aside from the percentage that you wanted, the extra five
6 percent, did you discuss with him specifically how much money
7 each of you would put in?

8 A It was basically the same plan that he had had.

9 Q Well, did you have a copy of this shareholders
10 agreement with you at the restaurant?

11 A No.

12 Q Did you -- So you basically said you would follow
13 this agreement? Did you specifically discuss the number of
14 dollars each of you would put in at the restaurant?

15 A The 25/75, yes, we discussed that.

16 Q But what about the fact that he's going to put in
17 196,000 and you're going to put in 12,000, was that
18 specifically discussed?

19 A The percentage and then the loan.

20 Q Was specifically discussed?

21 A We -- Yes, we discussed it, briefly. Basically, it
22 was just I asked him if he would be my partner and that I was
23 going by Joann's old agreement.

24 Q Okay. Well, did you tell him how much money you
25 would need to help put the station on the air?

1 A Basically, yes, the amount of money that I felt was
2 in the, the other shareholders agreement would be sufficient.

3 Q Well, did you ever -- did you give him a specific
4 number?

5 A I don't -- At that time, I'm not sure if I gave him
6 a, a number. I think we talked about percent.

7 Q And aside from the total number -- Well, you said
8 you were going to pay -- you said you would be 25 percent?

9 A Right.

10 Q But then did you also say you wouldn't be putting in
11 25 percent of the money?

12 A No, I did put in --

13 Q Throughout the entire project?

14 A No. The end capital that I would put in 25 percent
15 and Mr. Beauvais would loan the corporation the additional
16 100.

17 Q Well, isn't he also putting in capital of \$60,000
18 where you're not putting in anything? That's capital, that
19 60,000, right?

20 A Yes, it is.

21 Q So did you ever discuss with him that he'll be
22 putting in more than 75 percent of the capital and you'd be
23 putting in less than 25 percent?

24 A No, it was just -- I did not discuss that in
25 particular. I just discussed that I was going to use Joann's

1 old shareholders agreement. That was fine with him before, so
2 it was fine with him at this point, with my partnership.

3 Q So you talked about total dollars with him, a total
4 sum that would have -- that he would have to put in?

5 A No, I don't believe we really discussed it. We just
6 agreed that it would be the same one.

7 Q Did you ever discuss any kind of proposed budget
8 with him?

9 A No.

10 Q Did you ever -- Did he ever ask you how his
11 contribution would be used, what it would be devoted to?

12 A It states in the shareholders agreement what it
13 would be used for.

14 Q Well, to build the station. But did you ever
15 discuss -- did he ever ask you about any kind of particular
16 budget?

17 A I drew up a budget.

18 Q Did you discuss it with him, a budget with him?

19 A Before? No.

20 JUDGE MILLER: Well, at this meeting on, on the 13th
21 of December, did you tell him or notify him that what you
22 intended to do was lease the equipment from the former owner?

23 WITNESS: Yes.

24 JUDGE MILLER: Now, that, that was a part of that
25 conversation, wasn't it?

1 WITNESS: Yes. Yes, sir.

2 JUDGE MILLER: So that he, he was aware at that
3 point to, to -- of how you would proceed?

4 WITNESS: Yes, sir.

5 JUDGE MILLER: Now, at that point had you yet
6 reached an agreement with the former owners? Had you?

7 WITNESS: No, no formal agreement at that time.

8 JUDGE MILLER: All right.

9 WITNESS: Verbally.

10 JUDGE MILLER: Verbally you had -- So that you felt
11 comfortable in telling him that this was the way we're going
12 to proceed and --

13 WITNESS: Yes.

14 JUDGE MILLER: -- it doesn't look like there's going
15 to be any problem with it?

16 WITNESS: Yes, that's correct.

17 JUDGE MILLER: Okay. Proceed, Mr. Kravetz.

18 BY MR. KRAVETZ:

19 Q To your knowledge, did he ever listen to the station
20 signal?

21 A He was -- He's from Michigan, so --

22 Q Well, when he met with you, did you have any
23 understanding whether at that point he went out and tried to
24 listen to what was --

25 A I don't believe he did.

1 Q Do you know whether he ever decided to -- or tried
2 to determine the coverage of the station?

3 A That he tried?

4 Q Yeah.

5 A No.

6 Q Did you ever discuss with him whether or not WBBY
7 was a profitable station?

8 A I think it came up, briefly. It might have.

9 Q It might have?

10 JUDGE MILLER: I'm listening. He -- Well, let me
11 put myself in Mr. Beauvais's position just a minute. If I'm
12 going to fork out some money, I want to know whether I'm
13 getting into a profitable enterprise, don't I?

14 WITNESS: He -- I told him about the station, some
15 about the station and --

16 JUDGE MILLER: And you knew whether it was
17 profitable or not, didn't you?

18 WITNESS: Yes.

19 JUDGE MILLER: You'd worked there.

20 WITNESS: Yes.

21 JUDGE MILLER: And weren't you able to say to him
22 hey, this, this should turn out to be a pretty good deal,
23 Westerville's got a good station? Didn't you, didn't you --
24 or words to that effect.

25 WITNESS: I told him it wouldn't make him rich but

1 he could make a small income. It's a small station. You can
2 make a living.

3 JUDGE MILLER: All right, that's, that's -- you --

4 WITNESS: Yes.

5 JUDGE MILLER: All right.

6 MR. KRAVETZ: Well, if I could show the witness
7 again her deposition testimony on page 37.

8 JUDGE MILLER: All right.

9 BY MR. KRAVETZ:

10 Q Well, first, page 37 talking about your conversation
11 with him. Take your time, read page 37 and page 38.

12 JUDGE MILLER: Now, I want you to represent to me,
13 Mr. Kravetz, that, that the conversation that you are
14 referring to is a conversation that took place on 12/13/91.

15 MR. KRAVETZ: This is in fact a -- I'm presenting
16 her with a copy of the deposition, which has already been
17 identified.

18 JUDGE MILLER: Right. But this -- But the reference
19 that you made to a conversation is the 12/13/91 conversation?

20 MR. KRAVETZ: Yes.

21 JUDGE MILLER: Okay, that's what I wanted to hear
22 from you.

23 BY MR. KRAVETZ:

24 Q And this is -- No, actually on page 36, starting at
25 line 16, or starting at line 20, and read page 37 and the

1 first half of page 38. Have you finished reading?

2 A Yes.

3 JUDGE MILLER: Now, were those the questions you
4 were asked and were those the answers you gave? Is the answer
5 yes?

6 WITNESS: Yes, sir. I'm getting nervous.

7 BY MR. KRAVETZ:

8 Q And on page 38, isn't it a fact that on July 13th of
9 this year you were asked -- you testified that you wanted
10 financial backing and you wanted control? And didn't you
11 testify in response to the question, "What else of a business
12 nature did you talk about with him?" And didn't you say,
13 "That was about all"?

14 A Yes, I did.

15 Q And when you were asked, "Did you discuss with him
16 the ongoing business of the station?" you answered "No"?

17 A Correct.

18 Q And when you discussed with him the kind of -- You
19 were asked whether you discussed with him the kind of format
20 you would be presenting, you said you didn't discuss that with
21 him?

22 A No.

23 Q And isn't it a fact that you also never discussed
24 with him how much you were going to get paid for managing the
25 station?